

SAP 4/24/12 12:05:30  
SAP BK T BK 3,430 PG 78  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**RECORDATION REQUESTED BY:**

Community Bank, North Mississippi; Memphis Office; 6465 N Quail Hollow Rd #100; Memphis, TN 38120

**WHEN RECORDED MAIL TO:**

Community Bank, 475 East Commerce Street, Hernando, MS 38632

**SEND TAX NOTICES TO:**

Community Bank, 475 East Commerce Street, Hernando, MS 38632

**FOR RECORDER'S USE ONLY**

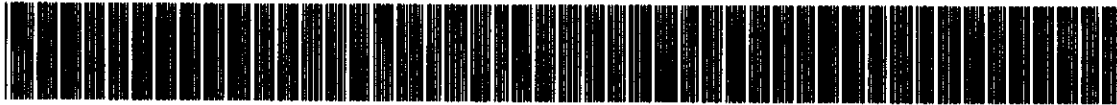
This Modification of Deed of Trust prepared by:

Community Bank, North Mississippi  
6465 N Quail Hollow Rd #100  
Memphis, TN 38120  
(662) 429-8484

**INDEXING INSTRUCTIONS:** Lot 31, Section A, Holiday Industrial Park, Section 24, T1S, R6W, Desoto County, MS.



**MODIFICATION OF DEED OF TRUST**



\*000000006618185L#####042020120000\*

**THIS MODIFICATION OF DEED OF TRUST** dated April 20, 2012, is made and executed between Gregory Realty GP, whose address is 9400 Green Knoll Drive, Germantown, TN 38138-0000 and Gregory Realty LLC, whose address is 9400 Green Knoll Drive, Germantown, TN 38138-0000 ("Grantor") and Community Bank, North Mississippi, whose address is Memphis Office, 6465 N Quail Hollow Rd #100, Memphis, TN 38120 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 24, 2009 (the "Deed of Trust") which has been recorded in Desoto County County, State of Mississippi, as follows:

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# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 6618185

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03-17-2009, Desoto County Chancery Clerk, Book 3,006 and Page 753.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Desoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8878 Hacks Cross Road, Olive Branch, MS 38654.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**Extended Maturity Date to 05-05-2017.** The new note is in the name of Gregory Realty GP. Gregory Realty GP formerly known as Gregory Realty LLC. and to correct indexing instructions.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Deed of Trust shall not secure additional loans or obligations unless and until such notice is given. (Initial Here   KD  ).

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 20, 2012.**

GRANTOR:

GREGORY REALTY GP

By: Hulet T. Gregory

Hulet T. Gregory, Partner of Gregory Realty GP

GREGORY REALTY LLC

By: Hulet T. Gregory

Hulet T. Gregory, Chief Manager of Gregory Realty LLC

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI

X [Signature]

Authorized Officer

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 6618185

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**PARTNERSHIP ACKNOWLEDGMENT**

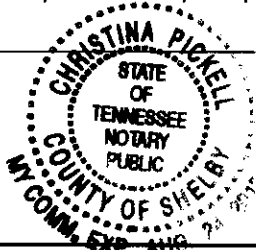
STATE OF Tennessee )  
COUNTY OF Shelby ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of April, 20 12, within my jurisdiction, the within named Hulet T. Gregory, Partner of Gregory Realty GP, a Tennessee partnership, and acknowledged that for and on behalf of the said partnership, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said partnership so to do.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

8-24-13



**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

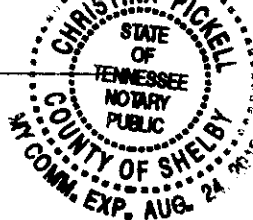
STATE OF Tennessee )  
COUNTY OF Shelby ) SS  
 )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of April, 20 12, within my jurisdiction, the within named Hulet T. Gregory, Chief Manager of Gregory Realty LLC, a limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

8-24-13



**MODIFICATION OF DEED OF TRUST**  
(Continued)

Loan No: 6618185

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**LENDER ACKNOWLEDGMENT**

STATE OF Tennessee )  
 ) SS  
COUNTY OF Shelby )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20<sup>th</sup> day of April, 20 12, within my jurisdiction, the within named Richard Exley, who acknowledged that (he)(she) is Memphis President of Community Bank, North Mississippi and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Ann G. Davis

NOTARY PUBLIC

My Commission Expires:

7/16/14



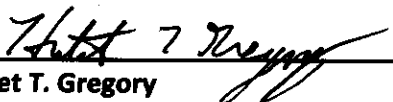
Attached to and forming part of Modification Deed of Trust dated 04-20-2012 in the name of Gregory Realty GP in the amount of \$440,563.90

Exhibit "A"

Lot 31, Section A, Holiday Industrial Park, Section 24, Township 1 South, Range 6 West, according to a map or plat thereof which is on file of record in the Chancery Court Clerk's Office of Desoto County, MS, in Revised Plat, Plat Book 14, Page 11, reference to which is hereby made in aid of an as a part of this description.  
(u) thru Page 15

The property is located in Desoto County at 8878 Hacks Cross Road, Olive Branch, Mississippi 38654.

Signed for Identification Purposes:  
Gregory Realty GP

  
Hulet T. Gregory